

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**John P. Dell'Italia, Esq.
Dell'Italia & Santola
18 Tony Galento Plaza
Orange, NJ 07050
(973) 672-8000
JPD1617**

-----X

In re:

Ditech Holding Corporation, et al

Debtor

Case No.:19-10412 (jlg)

Chapter: 11

-----X

**MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

PLEASE TAKE NOTICE that the undersigned attorney for the Movant/debtor Norma Chin, shall move before the United States Bankruptcy Judge, Hon. James L. Garrity, Jr., 1 Bowling Green, New York, New York, 10004 on the ____ day of December, 2019 at ____ a.m., or as soon thereafter as counsel may be heard, for the following relief:

A. For an Order to Vacate the Automatic Stay pursuant to 11 U.S.C. 362

(d) (1) and/or (2) to permit Norma Chin, debtor to proceed against the Secured Creditor Ditech Holding Corporation et al and to strip its second lien from the residential real property of the Debtor(s) known as 2609 Hamilton Avenue, Union, New Jersey, 07083(hereinafter "Premises"), by Motion in the United States Bankruptcy Court, District of New Jersey, Newark, New Jersey on December 5, 2019 and

B. For such other relief as is just.

NOV 21 2019

STATEMENT OF NON-NECESSITY OF BRIEF: The Movant certifies pursuant to D.N.J. LBR 9013-2 that the within motion involves common questions of law and fact and does not involve complex or novel issues such as to require the submission of a legal brief.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, counsel will rely upon the Certification of John P. Dell'Italia, attorney for the debtor and if there is no opposing papers filed, counsel will waive oral argument.

DELL'ITALIA & SANTOLA
Attorneys for Plaintiff

By: 
John P. Dell'Italia, Esq.

Dated: November 13, 2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**John P. Dell'Italia, Esq.
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In re:

Ditech Holding Corporation, et al
Debtor

Case No.: 19-10412 (jlg)

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**CERTIFICATION IN SUPPORT FOR RELIEF
FROM THE AUTOMATIC STAY**

John P. Dell'Italia, Esq. does hereby certify:

1. I represent the debtor Norma Chin whom filed for Chapter 13 bankruptcy on September 19, 2019 under case 19-27911 in the Newark District of New Jersey.
2. In the Chapter 13 Plan the debtor is curing arrears on the first mortgage over a 5 year period, however stripping the second lien by debtor Ditech Holding Corporation ("Ditech") pursuant to 11 U.S.C. § 1322(b)(2) and 11 U.S.C. § 522(f). A copy of the plan, notice of confirmation and appraisal and service to the CEO of Ditech is attached as **Exhibit A.**
3. On July 10, 2006, A mortgage was recorded in the Union County Register in Book M11759 at page 0849 by assignee MERS, as nominee for IndyMac Bank FSB served by Ditech Holding Corporation in the amount of \$54,000.00. A copy is attached to this certification as **Exhibit B.**

4. On October 24, 2019, Ditech sent a letter stating that this debtor's loan had been settled in full. A copy of that letter is attached as **Exhibit C**.
5. There is no equity in the debtor's property and there are no objections filed by any party on behalf of the debtor Ditech.
6. The Trustee Marie Ann Greenberg adjourned the confirmation hearing until December 5, 2019, so the debtor can Vacate the Stay for purposes of continuing to confirmation.
7. In light of the above, the debtor prays that the Court grant the debtor Norma Chinn Relief from the Automatic Stay as to the debtor's mortgage loan by Ditech and the property known as 2609 Hamilton Terrace, Union, New Jersey.



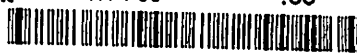
I hereby certify that the foregoing statements made by me and the attached Local Form 16 are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DELL'ITALIA & SANTOLA
Attorneys for Plaintiff

By: 
John P. Dell'Italia, Esq.

Dated: November 13, 2019

Exhibit A

 Joanne Rajoppi, Union County Clerk Union County, New Jersey Recording Data Cover Page Pursuant to N.J.S.A. 46:26A-5	 Received & Recorded Union County, NJ 9/12/2019 15:15 Joanne Rajoppi County Clerk Operator ALZATE Mortgage-2 Inst# 678450 Consider. .00 RT Fee .00 Pgs-3 
DATE OF DOCUMENT 08/30/2019	TYPE OF DOCUMENT <i>GOLD SEALED ORDER</i>
FIRST PARTY NAME NORMA CHIN	SECOND PARTY NAME DEUTSCHE BANK NATIONAL TRUST COMPANY GSAA HOME EQUITY TRUST 2006-17
ADDITIONAL FIRST PARTIES	ADDITIONAL SECOND PARTIES

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
BLOCK	LOT
MUNICIPALITY	CONSIDERATION
MAILING ADDRESS OF GRANTEE	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
ORIGINAL BOOK 11759	ORIGINAL PAGE 829

UNION COUNTY, NEW JERSEY RECORDING DATA PAGE This cover page is for use in Union County, New Jersey only. Please do not detach this page from the original document as it contains important recording information and is part of the permanent record. Forms available at clerk.ucnj.org
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114594 0956



Received & Recorded Mortgage-2
Union County, NJ Inst# 408953
7/10/2008 10:29
Joanne Rajoppi
County Clerk Consider. .00
Operator RT Fee .00
LETUNG

After recording please return to:

Chicago Title #1193319
ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

Auto-400/500

[Street Address]
Kansas City, MO 64131

[City, State Zip Code]

[Telephone No.]

Prepared by:

[Signature of Natural Person]

Shane Hassler
[Name of Natural Person]

901 East 104th Street 5th Floor
[Street Address]

Kansas City, MO 64131
[City, State Zip Code]

[Telephone No.]

[Space Above This Line For Recording Date]

SECONDARY MORTGAGE LOAN

MIN 100055401237108420

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated June 27, 2006, together with all Riders to this document.

(B) "Borrower" is Norma Chin, unmarried and Sharon Chin, married

Borrower is the mortgagor under this Security Instrument.

Loan No: 123710842

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MI1759-0849

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is IndyMac Bank, F.S.B., a federally chartered savings bank.

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 North Lake Avenue, Pasadena, CA 91101

(E) "Note" means the promissory note signed by Borrower and dated June 27, 2006. The Note states that Borrower owes Lender fifty four thousand and NO/100ths Dollars (U.S. \$ 54,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2021.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, if allowed under Applicable Law, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Home Improvement Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input checked="" type="checkbox"/> Other(s) [specify] ID: First/Second Lien Balloon Rider | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County of Union
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Exhibit A attached hereto and made a part hereof APN# L32 B4410

which currently has the address of 2609 Hamilton Terrace
Union, New Jersey 07083 ("Property Address")
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and if allowable under Applicable Law, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

2. **Application of Payments or Proceeds.** Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14 or in such manner or location as required under Applicable Law. Except as otherwise described in this Section 2, and as permitted under Applicable Law, all payments accepted and applied by Lender shall be applied as set forth in the Note and then for any amounts due under Section 3.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. To the extent permitted by Applicable Law, voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Unless required by Lender, Borrower shall not be required to pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall not pay Lender the Funds for Escrow Items unless Lender notifies Borrower of Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 8. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Borrower shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all

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Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If under Section 21 the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

4. **Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument. Borrower shall pay when due, all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien other than a lien disclosed to Lender in Borrower's application or in any title report Lender obtained which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

Lender may require Borrower to pay a one-time charge for real estate tax verification and/or reporting service used by Lender in connection with this Loan if allowed under Applicable Law.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or

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6. Preservation, Maintenance and Protection of the Property: Insureds. Borrower shall not

make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any restoration process, whether or not the underlying insurance was required by Lender, shall be applied to restoration of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is in writing or applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, to be retained by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may engage and/or as an additional loss payee.

subject to Lender's right to disapprove such policy, shall include a standard mortgage clause, and shall remain in full force and effect until the mortgage is paid in full. Lender shall have the right to hold the policies and renewal policies in escrow until the mortgage is paid in full. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal policies. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as

Subject to Applicable Law, all insurance policies required by Lender and renewals of such policies shall be

Lender's option and Borrower's expenses. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's liability in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts borrowed by Lender under this Section 5, shall be added to the unpaid balance of the loan and interest shall accrue at

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, and Borrower shall reimburse Lender for the cost of such coverage.

similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which has or may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has or may attain priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument if allowed under Applicable Law. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. **Mortgage Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect.

10. **Assignment of Miscellaneous Proceeds; Forfeiture.** The Miscellaneous Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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M11759-0855

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, as allowed under Applicable Law. The absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly

Loan No: 123710842

New Jersey Mortgage-Single Family-Secondary Mortgage Loan
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MI1759-0856

requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, as allowed under Applicable Law; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under

Loan No: 123710842

New Jersey Mortgage- Single Family-Secondary Mortgage Loan
---THE COMPLIANCE SOURCE, INC.---

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M11759-0857

the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, if required under Applicable Law, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this section. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, Loan No: 123710842

New Jersey Mortgage—Single Family—Secondary Mortgage Loan
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MI1759-0858

foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

— NOTICE TO BORROWER —

Read this promissory note or loan agreement before you sign.

Do not sign this promissory note or loan agreement if it contains blank spaces.

The promissory note or loan agreement is secured by a secondary mortgage on your real property.

[Signatures on Following Page]

Loan No: 123710842

New Jersey Mortgage-Single Family-Secondary Mortgage Loan
—THE COMPLIANCE SOURCE, INC.—
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M11759-0859

Exhibit "A"

Legal Description

All that certain parcel of land situated in the Township of Union, County of Union, State of New Jersey, being known and designated as Lot 84 as shown on a certain Map entitled, "Map of Hamilton Park, Union Township, Union Co., N.J." said Map being filed in the Union County Clerk's Office on 05-08-1950 as Map No. 338-D, being further bounded and described as follows:

Beginning at a point on the Northeasterly sideline of Hamilton Terrace, said point being distant 125.00 feet from the proposed intersection of the Northeasterly sideline of Hamilton Terrace and the Southeasterly sideline of Liberty Avenue, if both were extended to intersect, from said beginning point; thence

(1) North 48°54' East, 116.00 feet to a point; thence

(2) South 77°26' East, 32.07 feet to a point; thence

(3) South 41°06' East, 25.16 feet to a point; thence

(4) South 48°54' West, 135.00 feet to the aforesaid Northeasterly sideline of Hamilton Terrace; thence

(5) Continuing along the same, North 41°06' West, 51.00 feet to the Point or Place of Beginning.

Tax ID: Lot 32 Block 4410

MIN: 100055401237108420

Loan #: 123710842

BALLOON RIDER

(To be attached to the Security Instrument.)


THIS RIDER is made this 27th day of June, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to IndyMac Bank, F.S.B., a federally chartered savings bank

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2609 Hamilton Terrace, Union, NJ 07083
[Property Address]

ADDITIONAL COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Balloon Rider: Borrower is aware that this loan is due and payable in full on the 1st day of July, 2021, with a Balloon Payment of \$ 47,691.38, based upon scheduled payments. Borrower acknowledges and agrees that Lender has not made any representations to Borrower, either oral or written, that Lender will subordinate its lien created by this Security Instrument to any other lien which the Property may hereafter become subject to, including, without limitation, any lien arising from Borrower's subsequent construction of improvements on the Property. Borrower acknowledges and agrees that Lender is under no obligation to subordinate its lien created by this Security Instrument to any lien created hereafter and Lender does not intend to subordinate its lien to any other lien which the Property may hereafter become subject to.

 3480056 (9895)

Page 1 of 2
ELECTRONIC LASER FORMS, INC. - (800)327-0545

FORM INDYMAC 153
9/26/95

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

M-11759-0861

IN WITNESS WHEREOF, Borrower has executed this Balloon Rider and fully understands the conditions thereof.

Date: 6-28-06

Norma Chin (Seal)
Norma Chin -Borrower

Sharon Chin (Seal)
Sharon Chin -Borrower

Kirk Chin (Seal)
Kirk Chin -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Loan No: 123710842

 8480056 (0005)

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FORM INDYMAC 153
9/26/95



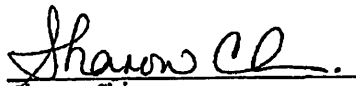
M#1759-0862

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:


SANDRA A. BURTON
Printed Name: (Please Complete)


Norma Chin (Seal)
-Borrower
(Printed Name)


Sharon Chin (Seal)
-Borrower
(Printed Name)

Printed Name: (Please Complete)


Kirk Chin (Seal)
-Borrower
(Printed Name)

(Seal)
-Borrower
(Printed Name)

(Acknowledgment on Following Page)

State of New Jersey
County of Union


§
§ ss:
§

SANDRA A. BURTON
Notary Public

On June 28, 2006, before me (name and title of the officer),
personally appeared Norma Chin and Sharon Chin and Kirk Chin

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the instrument as his/her/their own act.

SANDRA A. BURTON
Notary Public of New Jersey
Commission Expires 09/18/2006


Signature (Printed Name)
SANDRA A. BURTON
Title of Officer *Notary Public*

Loan No: 123710842

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END OF DOCUMENT

M11759-0863

SERVICE LINK
4000 INDUSTRIAL BLVD

ALIQUIPPA

Mortgage

Inst. #
408963

PA 15001-9902
Recording Fee 170.00
RT Fee .00

Exhibit B

CHAPTER 13 PLAN TRANSMITTAL LETTER

Second Notice to Creditors affected by Motions in Chapter 13 Plans:

You should have previously received from the court a copy of the plan proposed by the Debtor and a Notice of the Hearing on Confirmation.

The enclosed plan is a copy of the one sent to you by the court. It has been served upon you again because **the plan contains motions that may affect your interest adversely**. All forms of relief sought by motion appear in Part 7 of the plan.

The Confirmation Hearing has been scheduled for November 7, 2019 @ 8:30. *December 5, 2019*
Objections to any relief sought in the plan, including relief sought by motion, **must be filed seven days prior to the Confirmation Hearing**.

YOU SHOULD CONSULT WITH YOUR ATTORNEY PROMPTLY, SINCE ENTRY OF AN ORDER OF CONFIRMATION WILL BIND YOU TO ALL OF THE TERMS OF THE CONFIRMED PLAN

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

Valuation of Security Assumption of Executory Contract or Unexpired Lease Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re:
NORMA EVADNE CHIN

Case No.:

19-27911
VFP

Judge:

Debtor(s)

Chapter 13 Plan and Motions

☒ Original

☐ Modified/Notice Required

Date: SEPTEMBER 15, 2019

☒ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☒ DOES ☐ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: JPD

Initial Debtor: NI

Initial Co-Debtor: _____

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ 682.00 per MONTH to the Chapter 13 Trustee, starting on OCTOBER 1, 2019 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection ☒ NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 2,250.00
DOMESTIC SUPPORT OBLIGATION		

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
OCWEN LOAN SERVICING	2609 HAMILTON AVENUE UNION	32,000.00	0	32,000.00	2,610.00

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
DITECH MORTGAGE	PROPERTY	51,000.00	235,000.00	306,000.00	0	0	0 DI

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

DITECH MORTGAGE DATED JUNE 27, 2006 BY INDYMAC BANKS FSB AND MERS RECORDED ON JULY 10, 2006 IN MORTGAGE BOOK M11759 AT PAGE 0849 IN THE AMOUNT OF \$54,000.00.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

f. Secured Claims Unaffected by the Plan ☒ **NONE**

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: ☒ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

Part 5: Unsecured Claims ☐ **NONE**

a. Not separately classified allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ _____ to be distributed *pro rata*
☒ Not less than 5 percent
☐ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

Part 7: Motions ☐ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☐ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
DITECH MORTGAGE CO	2609 HAMILTON AVENUE, UNION, NJ	SECOND MORTGAGE	51,000.00	235,000.00	0	306,000.00	51,000.00

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☐ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
DITECH MORTGAGE	2609 HAMILTON AVENUE, UNION	51,000.00	235,000.00	306,000.00 BY OCWEN MORTGAGE	0	51,000.00 EST ORIGINALLY \$54,000.00

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon confirmation
☐ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

1) Ch. 13 Standing Trustee commissions

2) _____

3) _____

4) _____

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: _____.

Explain below **why** the plan is being modified:

Explain below **how** the plan is being modified:

Are Schedules I and J being filed simultaneously with this Modified Plan?

☐ Yes

☐ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☐ NONE

☒ Explain here:

MODIFY THE SECOND MORTGAGE BY DITECH IN THE GROSS AMOUNT OF \$54,000.00, \$51,000.00 DUE ON ACCOUNT

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: SEPTEMBER 15, 2019

/S/ NORMA EVADNE CHIN
Debtor



Date: _____

Joint Debtor

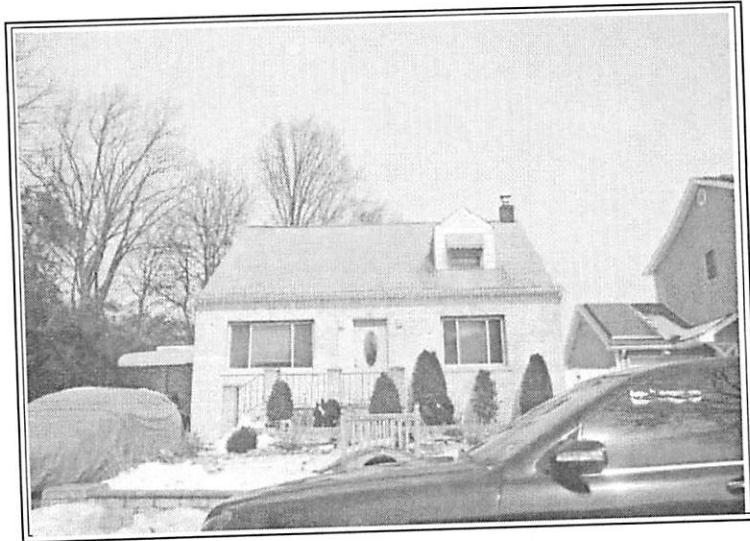
Date: SEPTEMBER 15, 2019

/S/ JOHN P. DELL'ITALIA, ESQ.
Attorney for Debtor(s)



7190785449
File No. spr13676830

APPRAISAL OF



LOCATED AT:

2609 HAMILTON TER
UNION, NJ 07083

FOR:

OCWEN LOAN SERVICING LLC
1661 WORTHINTON ROAD
WEST PALM BEACH, FL, 33409

BORROWER:

NORMA CHIN

AS OF:

March 8, 2019

BY:

STEVE MOROZOV

7190785449

File No. spr13676830

Exterior-Only Inspection Residential Appraisal Report

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **2609 HAMILTON TER** City **UNION** State **NJ** Zip Code **07083**
 Borrower **NORMA CHIN** Owner of Public Record **CHIN, NORMA & KIRK** County **UNION**
 Legal Description **BLOCK 04410 LOT 00032** Tax Year **2018** R.E. Taxes \$ **8,177**
 Assessor's Parcel # **2919-04410-0000-00032-0000** Map Reference **MAP POINT** Census Tract **0327.00**
 Neighborhood Name **UNION** Special Assessments \$ **0** ☐ PUD HOA \$ **0** ☐ per year ☐ per month
 Occupant ☒ Owner ☐ Tenant ☐ Vacant
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) **MARKET VALUE**
 Lender/Client **OCWEN LOAN SERVICING LLC** Address **1661 WORTHINGTON ROAD, WEST PALM BEACH, FL 33409**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). **DOM Unk; The subject has been listed in the past 12 month for \$152,000. qsm/s#3435443. Id 12/13/2017.**
 I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. _____
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	85 %		
Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	200 Low	15	Multi-Family	5 %		
Neighborhood Boundaries I-78 TO THE NORTH AND EAST, ROUTE 22 TO THE SOUTH, RAHWAY RIVER TO THE WEST.		450 High	95	Commercial	5 %		
Neighborhood Description See Attached Addendum		350 Pred.	75	Other	%		

Market Conditions (including support for the above conclusions) **See Attached Addendum**

Dimensions **51 X 135** Area **6885 sf** Shape **RECTANGULAR** View **N;Res;Res**
 Specific Zoning Classification **RA** Zoning Description **Residential**
 Zoning Compliance ☐ Legal ☒ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe. _____

Utilities Public Other (describe) Public Other (describe) Off-site Improvements—Type Public Private
 Electricity ☒ ☐ Water ☒ ☐ Street **ASPHALT** ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley **NONE** ☐ ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **X** FEMA Map # **34013c0134f** FEMA Map Date **09/09/2006**
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe. _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe. _____

Source(s) Used for Physical Characteristics of Property ☐ Appraisal Files ☐ MLS ☒ Assessment and Tax Records ☒ Prior Inspection ☐ Property Owner
 Data Source(s) for Gross Living Area **prior inspection**

GENERAL DESCRIPTION		GENERAL DESCRIPTION		Heating / Cooling		Amenities		Car Storage	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	<input type="checkbox"/> FWA <input checked="" type="checkbox"/> HWBB	<input type="checkbox"/> Fireplaces # 0	<input type="checkbox"/> None					
# of Stories 1.5	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Finished	<input type="checkbox"/> Radiant	<input type="checkbox"/> WoodStove(s) # 0	<input checked="" type="checkbox"/> Driveway	# of Cars 2				
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	<input type="checkbox"/> Partial Basement <input type="checkbox"/> Finished	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Patio/Deck d/p	<input type="checkbox"/> Driveway Surface MACADAM					
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Exterior Walls brick/vinyl/AVG	Fuel GAS	<input type="checkbox"/> Porch NONE	<input type="checkbox"/> Garage # of Cars 1					
Design (Style) Cape Cod	Roof Surface ASPHALT/AVG	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Pool NONE	<input type="checkbox"/> Carport # of Cars 0					
Year Built 1950	Gutters & Downspouts ALUM/AV	<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Fence NONE	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Detached				
Effective Age (Yrs) 15	Window Type DH-WOOD/AVG	<input type="checkbox"/> Other	<input type="checkbox"/> Other NONE	<input type="checkbox"/> Built-in					
Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven	Dishwasher <input type="checkbox"/> Disposal	Microwave <input type="checkbox"/> Washer/Dryer	<input type="checkbox"/> Other (describe)						
Finished area above grade contains:	7 Rooms	4 Bedrooms	1.1 Bath(s)	1,543 Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.)	NONE APPARENT DURING ROUTINE DRIVE-BY OBSERVATION.								
Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.). C5:NONE APPARENT DURING ROUTINE DRIVE-BY OBSERVATION.									
Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe. _____									
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe. _____									

7190785449

File No. spr13676830

Exterior-Only Inspection Residential Appraisal Report

There are 16 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 210,000 to \$ 310,000	
There are 19 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 210,000 to \$ 310,000	
FEATURE	SUBJECT
2609 HAMILTON TER	2750 LINWOOD RD
Address UNION, NJ 07083	UNION, NJ 07083
Proximity to Subject	0.15 miles NW
Sale Price	\$ 230,000
Sale Price/Gross Liv. Area	\$ 153.33 sq. ft.
Data Source(s)	Gsmis #3493180;DOM 31
Verification Source(s)	TAX RECORD
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	ArmLth
Concessions	Cash:0
Date of Sale/Time	s09/18;c09/18
Location	N;Res;Res
Leasehold/Fee Simple	Fee Simple
Site	6885 sf
View	N;Res;Res
Design (Style)	DT1.5;Cape Cod
Quality of Construction	Q4
Actual Age	69
Condition	C5
Above Grade	Total Bdrms Baths
Room Count	7 4 1.1
Gross Living Area 30	1,543 sq. ft.
Basement & Finished	772sf400sf
Rooms Below Grade	1r0br0.0ba0o
Functional Utility	AVERAGE
Heating/Cooling	HWBB Ind/Air
Energy Efficient Items	NONE
Garage/Carport	1ga2dw
Porch/Patio/Deck	E/PORCH
FIREPLACE	NONE
Net Adjustment (Total)	\$ 0
Adjusted Sale Price of Comparables	\$ 230,000
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
TRANSFER AND SALES HISTORY WAS RESEARCHED BY THE APPRAISER.	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data source(s) TAX RECORD	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data source(s) TAX RECORD	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	TAX RECORD
Effective Date of Data Source(s)	03/08/2019
Analysis of prior sale or transfer history of the subject property and comparable sales OUR RESEARCH AND ANALYSIS INTO THE AVAILABLE LOCAL DATA SOURCES AS WELL AS DISCUSSION WITH ONE OR MORE OF THE INDIVIDUALS INVOLVED IN THE LENDING PROCESS HAS NOT REVEALED ANY INDICATION OR VERIFICATION THAT THE SUBJECT PROPERTY HAS TRANSFERRED IN THE PAST 36 MONTHS PRIOR TO THE DATE OF THIS APPRAISAL. ALSO OUR RESEARCH AND ANALYSIS HAS NOT REVEALED ANY PRIOR TRANSFERS OF THE COMPARABLE SALES UTILIZED IN THE 12 MONTHS PRIOR TO THEIR MOST RECENT TRANSFER AS NOTED IN THE SALES COMPARISON APPROACH.	
Summary of Sales Comparison Approach. See Attached Addendum	
Indicated Value by Sales Comparison Approach \$ 235,000	
Indicated Value by: Sales Comparison Approach \$ 235,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$ 0	
THE APPRAISER HAS RELIED UPON THE SALES ANALYSIS AS IT IS A REFLECTION OF THE BUYERS AND SELLERS IN THE MARKET, AND IS CONSIDERED THE MOST RELIABLE VALUE INDICATOR	
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 235,000 as of 03/08/2019, which is the date of inspection and the effective date of this appraisal.	

File No. spr13676830

Exterior-Only Inspection Residential Appraisal Report

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Provide adequate information for the lender/client to replicate the below cost figures and calculations.		<u>LAND VALUE ESTIMATED VIA LOCAL LAND</u>
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)		
SALE OR ABSTRACTION METHOD		

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

Source of cost data **LOCAL BUILDERS**

Source of cost data	LOCAL SOURCES
Quality rating from cost service	AVERAG
Effective date of cost data	CURRENT

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

OPINION OF SITE VALUE = \$

Dwelling	1,543 Sq. Ft. @ \$ = \$	0
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Sq. Ft. @ \$ = \$

[illegible]

Garage/Carport	Sq. Ft. @ \$ = \$	
Total Estimate of Cost Now	 = \$	0

Total Estimate of Cost-New			 = 3
Less	50	Physical	Functional	External

Less 50 Physical	Functional	External	
Depreciation \$0			= \$ (0

Depreciated Cost of Improvements	= \$	0
--	------	---

Depreciated Cost of Improvements	
"As-is" Value of Site Improvements	= \$

A3-13	Value of one intervention (V)	

Estimated Remaining Economic Life (HUD and VA only)

35 Years	INDICATED VALUE BY COST APPROACH.....	= \$
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INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
----------------------------------	-------------------------	------	------------------------------------

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project	Total number of units	Total number of units sold
-----------------------	-----------------------	----------------------------

Total number of phases	Total number of units	Total number of units for sale	Data source(s)
------------------------	-----------------------	--------------------------------	----------------

Total number of units rented		Total number of units for sale		Date
4. Was the project converted by the conversion of an existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.				

Was the project created by the conversion of an existing building(s) into a POD?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Data source(s)
--	--------------------------	-----	--------------------------	----	----------------

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s) _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion. _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the deficiencies: _____

Year	Percentage of U.S. Adults Who Are Obese
1980	15%
1984	16%
1988	17%
1992	18%
1996	19%
2000	21%
2004	23%
2008	28%

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Are the common elements related to g and h the same? Yes

Describe common elements and recreational facilities. _____

Exterior-Only Inspection Residential Appraisal Report

7190785449
File No. spr13676830

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower, another lender at the request of the borrower, the mortgagee or the successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdiction; without having to obtain the appraiser's or supervisor's approval (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public) through advertising, public relations, news, sales, or other media).

Exterior-Only Inspection Residential Appraisal Report

7190785449
File No. spr13676830

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
Name STEVE MOROZOV
Company Name MOROZOV APPRAISAL, INC
Company Address 444 HORIZON DRIVE
EDISON, NJ 08817
Telephone Number (732)319-5530
Email Address slavamorozov@yahoo.com
Date of Signature and Report 03/08/2019
Effective Date of Appraisal 03/08/2019
State Certification # _____
or State License # 42RA00391400
or Other (describe) _____ State # _____
State NJ
Expiration Date of Certification or License 12/31/2019

ADDRESS OF PROPERTY APPRAISED
2609 HAMILTON TER
UNION, NJ 07083

APPRAISED VALUE OF SUBJECT PROPERTY \$ 235,000

LENDER/CLIENT
Name No AMC
Company Name OCWEN LOAN SERVICING LLC
Company Address 1661 WORTHINTON ROAD
WEST PALM BEACH, FL 33409
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect exterior subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Fannie Mae Form 2055 March 2005
2055_05UAD 12182015

7190785449

File No. spr13676830

Uniform Appraisal Dataset Definitions

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating. If no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

File No. spr13676830

Uniform Appraisal Dataset Definitions

Abbreviations Used in Data Standardization Text

Abbrev.	Full Name	Appropriate Fields	Abbrev.	Full Name	Appropriate Fields
ac	Acres	Area, Site	in	Interior Only Stairs	Basement & Finished Rooms Below Grade
AdjPrk	Adjacent to Park	Location	Lndfl	Landfill	Location
AdjPwr	Adjacent to Power Lines	Location	LtdSght	Limited Sight	View
A	Adverse	Location & View	Listing	Listing	Sale or Financing Concessions
Armlth	Arms Length Sale	Sale or Financing Concessions	MR	Mid-Rise Structure	Design(Style)
AT	Attached Structure	Design(Style)	Mtn	Mountain View	View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade	N	Neutral	Location & View
br	Bedroom	Basement & Finished Rooms Below Grade	NonArm	Non-Arms Length Sale	Sale or Financing Concessions
B	Beneficial	Location & View	op	Open	Garage/Carport
BsyRd	Busy Road	Location	o	Other	Basement & Finished Rooms Below Grade
cp	Carport	Garage/Carport	O	Other	Design(Style)
Cash	Cash	Sale or Financing Concessions	Prk	Park View	View
CtySky	City View Skyline View	View	Pstri	Pastoral View	View
CtyStr	City Street View	View	PwrLn	Power Lines	View
Comm	Commercial Influence	Location	PubTrn	Public Transportation	Location
c	Contracted Date	Date of Sale/Time	r	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Conv	Conventional	Sale or Financing Concessions	Relo	Relocation Sale	Sale or Financing Concessions
cv	Covered	Garage/Carport	REO	REO Sale	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions	Res	Residential	Location & View
DOM	Days On Market	Data Sources	RT	Row or Townhouse	Design(Style)
DT	Detached Structure	Design(Style)	RH	Rural Housing - USDA	Sale or Financing Concessions
dw	Driveway	Garage/Carport	SD	Semi-detached Structure	Design(Style)
Estate	Estate Sale	Sale or Financing Concessions	s	Settlement Date	Date of Sale/Time
e	Expiration Date	Date of Sale/Time	Short	Short Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions	sf	Square Feet	Area, Site, Basement
g	Garage	Garage/Carport	sqm	Square Meters	Area, Site, Basement
ga	Garage - Attached	Garage/Carport	Unk	Unknown	Date of Sale/Time
gbi	Garage - Built-in	Garage/Carport	VA	Veterans Administration	Sale or Financing Concessions
gd	Garage - Detached	Garage/Carport	wo	Walk Out Basement	Basement & Finished Rooms Below Grade
GR	Garden Structure	Design(Style)	wu	Walk Up Basement	Basement & Finished Rooms Below Grade
GlfCse	Golf Course	Location	WtrFr	Water Frontage	Location
Glfvw	Golf Course View	View	Wtr	Water View	View
HR	High Rise Structure	Design(Style)	w	Withdrawn Date	Date of Sale/Time
Ind	Industrial	Location & View	Woods	Woods View	View

Other Appraiser-Defined Abbreviations

[illegible]

Borrower: NORMA CHIN	File No.: spr13676830
Property Address: 2609 HAMILTON TER	Case No.: 7190785449
City: UNION	State: NJ Zip: 07083
Lender: OCWEN LOAN SERVICING LLC	

Intended Use/User Statement:

The Appraisal Is Intended For Use By The Loan Supervisor For Decision Making Purposes. Ocwen Loan Servicing, Llc Is The Intended User. Altisource And Its Subsidiary Springhouse, Llc, Are Additional Intended Users. The Appraisal Is Not Intended For Use In A Mortgage Finance Transaction.

THE SUBJECT AND COMPARABLE SALES ARE LOCATED IN SIMILAR NEIGHBORHOODS. ALL SALES UTILIZED IN THIS REPORT WERE CONSIDERED TO BE THE BEST AND MOST SIMILAR AVAILABLE. ADJUSTMENTS TO THE COMPARABLES ARE BASED ON MARKET REACTION FOR THE DIFFERENCES. BECAUSE ACTUAL MEASUREMENTS OF THE COMPARABLE PROPERTIES ARE NOT POSSIBLE AND PUBLIC DATA SOURCE IS NOT ALWAYS AVAILABLE TO IDENTIFY SQUARE FOOTAGE THE GROSS LIVING AREA OF THE COMPARABLE IS SOMETIMES ESTIMATED BASED UPON NORMAL APPRAISAL PRACTICES. IF THE SUBJECT'S VALUE IS NOT BRACKETED WITHIN THE SALES PRICE OF THE COMPS, IT IS NOT CONSIDERED AN OVER OR UNDER IMPROVEMENT. ALL SALES WERE GIVEN CONSIDERATION IN FINAL ESTIMATE OF VALUE.

Neighborhood Description

THE SUBJECT IS LOCATED IN RESIDENTIAL NEIGHBORHOOD COMPOSED OF OWNER OCCUPIED SINGLE FAMILY HOMES. THESE HOMES RECEIVE REGULAR MAINTENANCE AND ARE LOCATED WITHIN REASONABLE PROXIMITY TO SCHOOLS, SHOPPING, AND OTHER NORMAL CONVENIENCES. THE MAJOR EMPLOYMENT CENTERS ARE WITHIN A REASONABLE COMMUTE AND EASILY ACCESSIBLE. THE SUBJECT NEIGHBORHOOD IS COMPOSED OF DIFFERENT STYLE, WOOD FRAME DWELLINGS THAT ARE, FOR THE MOST PART, WELL MAINTAINED WITH EFFECTIVE AGES SOMEWHAT LESS THAN ACTUAL AGES. MOST HOMES ARE OF AVERAGE QUALITY MATERIALS AND DISPLAY A HIGH LEVEL OF CONFORMITY AND COMPATIBILITY.

Neighborhood Market Conditions

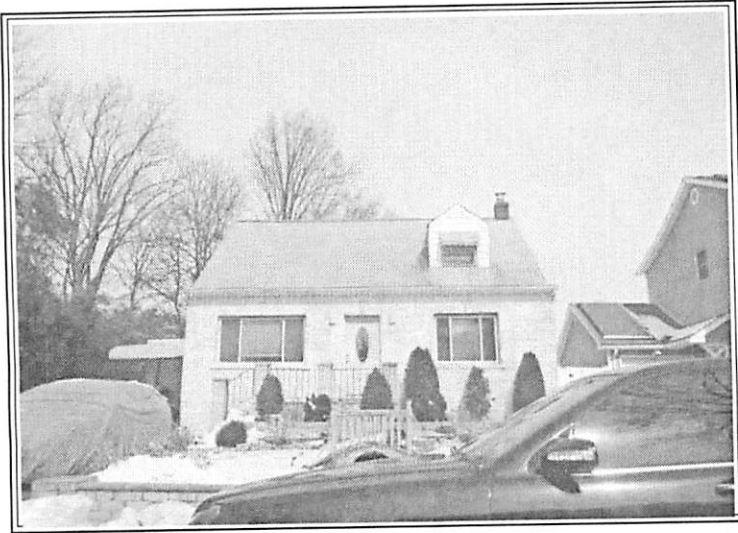
CONVENTIONAL FINANCING IS READILY AVAILABLE AT RATES PURCHASERS CONSIDER ATTRACTIVE AND SELLERS NEED TO NEGOTIATE A SALE ON FINANCING RELATED CONCESSIONS. MLS AND PUBLIC RECORDS ARE CURRENTLY SHOWING RESALES WITH AN AVERAGE OF 1-6 MONTH FOR MARKETING, LOCAL MARKET CONDITIONS PRESENTLY CONSTITUTE AN OVER SUPPLY SUPPLY/DEMAND RELATIONSHIP.

Comments on Sales Comparison

EACH COMPARABLE SALE UTILIZED IN THE SALES COMPARISON APPROACH TO VALUE HAS BEEN ANALYZED FOR DIFFERENCES AND SIMILARITIES BETWEEN IT AND THE SUBJECT PROPERTY. THE APPRAISER HAS BASED THE ANALYSIS AND ANY ADJUSTMENTS TO THE COMPARABLE SALES ON THE MARKET DATA FOR THE DEFINED NEIGHBORHOOD AND FOR COMPETING LOCATIONS. EVERY EFFORT HAS BEEN MADE TO SELECT THE COMPARABLE WHICH PROPERLY BRACKETS THE SUBJECT IN TERMS OF VALUE, GROSS LIVING AREA, PRICE/GLA. SELECTED COMPARABLES ARE THE MOST SIMILAR COMPARABLES IN PROXIMITY, LOT SIZE, QUALITY, AGE, ROOM COUNT, AND OTHER PERTINENT FEATURES AS NOTED IN THE SALES GRID. ALL ADJUSTMENTS ARE CONSIDERED PRACTICAL AND MARKET DERIVED. ALL COMPARABLES ARE CONSIDERED GOOD INDICATORS OF VALUE AND ALL ARE ANALYZED AND WEIGHED IN ARRIVING AT FINAL ESTIMATE OPINION OF MARKET VALUE.

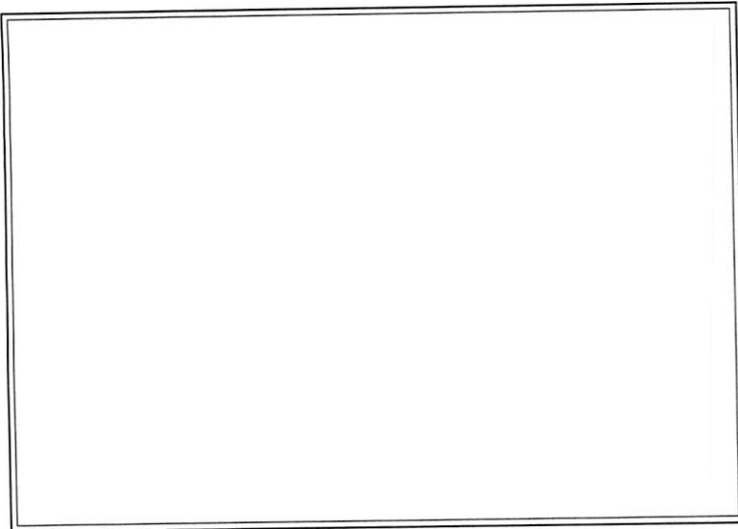
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: NORMA CHIN	File No.: spr13676830
Property Address: 2609 HAMILTON TER	Case No.: 7190785449
City: UNION	State: NJ
Lender: OCWEN LOAN SERVICING LLC	Zip: 07083

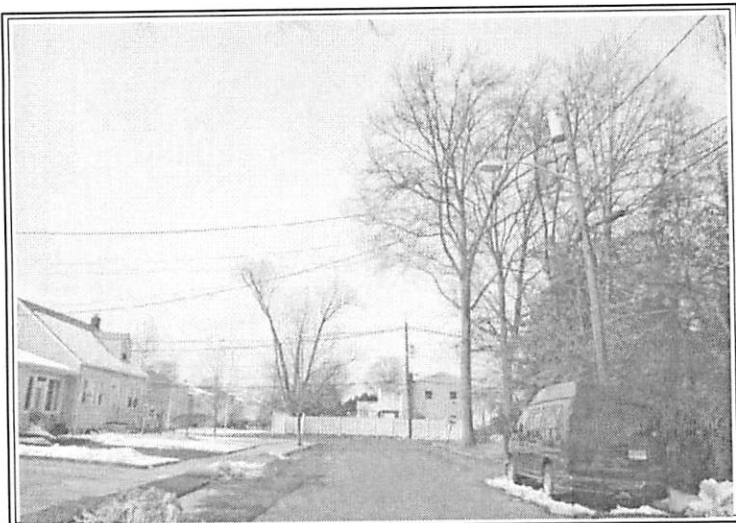


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: March 8, 2019
Appraised Value: \$ 235,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Borrower: NORMA CHIN	File No.: spr13676830
Property Address: 2609 HAMILTON TER	Case No.: 7190785449
City: UNION	State: NJ Zip: 07083
Lender: OCWEN LOAN SERVICING LLC	



COMPARABLE SALE #1

2750 LINWOOD RD
UNION, NJ 07083
Sale Date: s09/18;c09/18
Sale Price: \$ 230,000



COMPARABLE SALE #2

2470 DAYTON AVE
UNION, NJ 07083
Sale Date: s09/18;c08/18
Sale Price: \$ 284,000

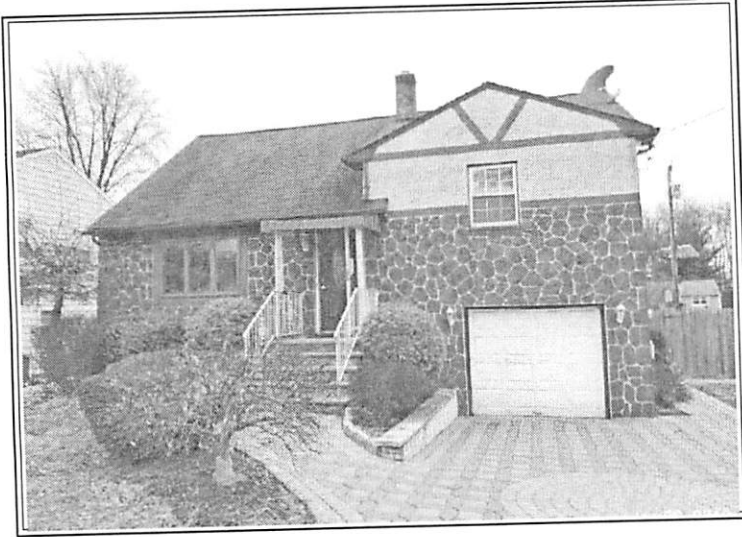


COMPARABLE SALE #3

339 WASHINGTON AVE
UNION, NJ 07083
Sale Date: s09/18;c08/18
Sale Price: \$ 285,075

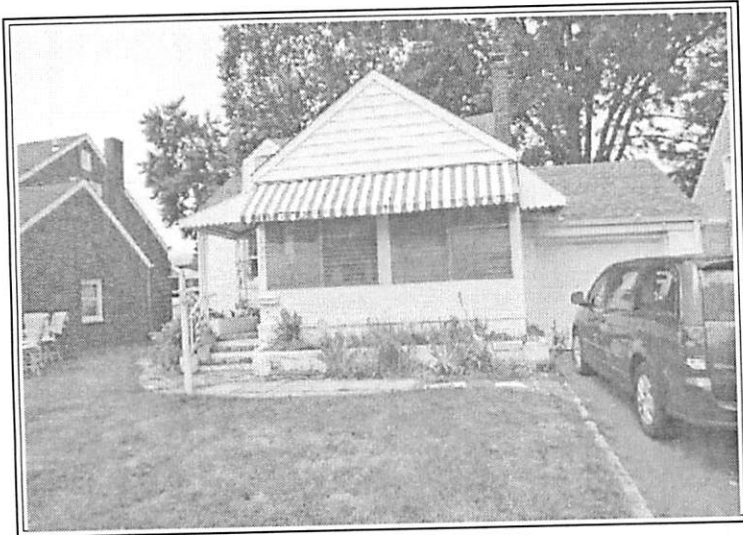
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: NORMA CHIN	File No.: spr13676830
Property Address: 2609 HAMILTON TER	Case No.: 7190785449
City: UNION	State: NJ Zip: 07083
Lender: OCWEN LOAN SERVICING LLC	



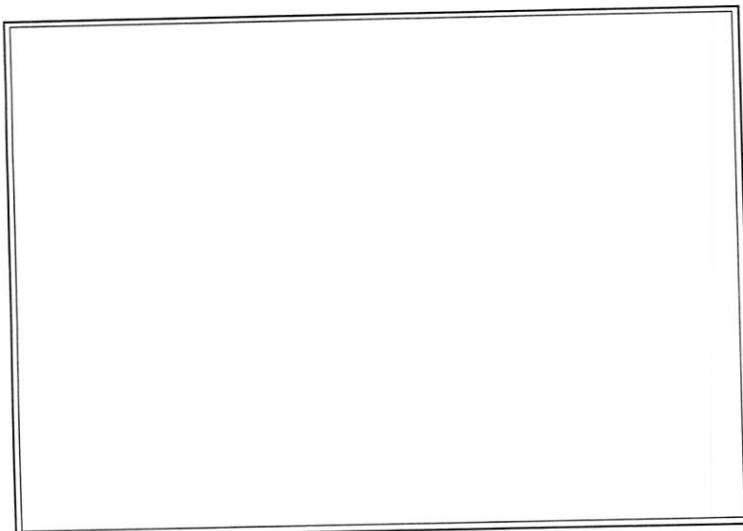
COMPARABLE SALE #4

749 LIBERTY AVE
UNION, NJ 07083
Sale Date: Active
Sale Price: \$ 259,900



COMPARABLE SALE #5

1330 BARBARA AVE
UNION, NJ 07083
Sale Date: Active
Sale Price: \$ 259,995



COMPARABLE SALE #6

Sale Date:
Sale Price: \$

LOCATION MAP

Borrower: NORMA CHIN

Property Address: 2609 HAMILTON TER

City: UNION

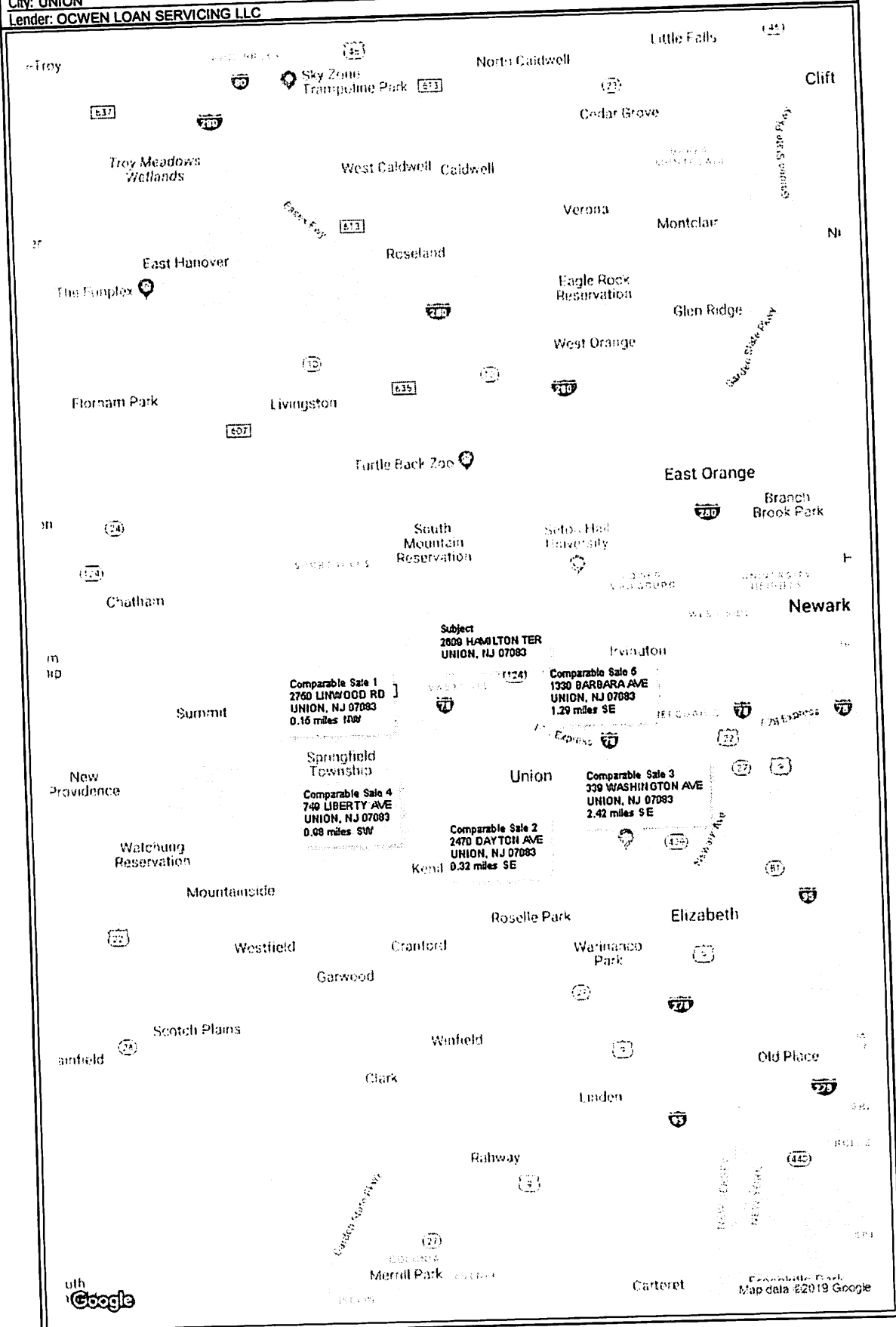
Lender: OCWEN LOAN SERVICING LLC

File No.: spr13676830

Case No.: 7190785449

State: NJ

Zip: 07083



Borrower: NORMA CHIN	File No.: spr13676830
Property Address: 2609 HAMILTON TER	Case No.: 7190785449
City: UNION	State: NJ Zip: 07083
Lender: OCWEN LOAN SERVICING LLC	

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

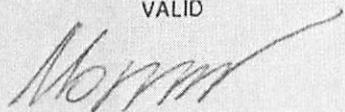
THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS LICENSED

Steve Morozov
444 Horizon Drive
Edison, NJ 08817

FOR PRACTICE IN NEW JERSEY AS A(N): Licensed Residential Appraiser

11/11/2017 TO 12/31/2019
VALID


Signature of Licensee/Registrant/Certificate Holder

42RA00391400
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

Borrower: NORMA CHIN		File No.: spr13676830
Property Address: 2609 HAMILTON TER		Case No.: 7190785449
City: UNION	State: NJ	Zip: 07083
Lender: OCWEN LOAN SERVICING LLC		

Property Details

Map Details -
 Document Details -
 Report -
 Location Map -
 Map -
 Search -
 Print -
 Download

Actions



Subject Info

LOCATION

ADDRESS: 2609 Hamilton Ter Union, NJ 07083-4561
 COUNTY: Union
 NEIGHBORHOOD NAME: Battle Hill
 SUBDIVISION NAME: Hamilton Park
 COMMUNITY NAME: Union
 MAP REFERENCE: 32
 LEGAL DESCRIPTION: Incl Lot 84

DATA TYPE: Blended
 TRACT/BOOK/LOT: 7/4410/32
 SECTION/TOWNSHIP/RANGE: 7/
 PARCEL ID: 19-04410-0000-00222
 CENSUS TRACT: 329.01
 NADID: 18005816

OWNERSHIP AND ASSESSMENTS

OWNER: Norma Chin
 OWNER SPOUSE:
 SECOND OWNER: KUK CHIN
 SELLER: Josette T. Debonis

PUBLIC RECORD LAST UPDATED: 2/21/2019
 ASSESSOR ROLL YEAR: 2018
 PROPERTY TAX AMOUNT: \$8,554
 HOMEOWNER EXEMPTION REQUESTED: Yes

SALE INFORMATION

SALE TYPE	DATE	DEED DATING DATE	FRST DOC#	OWNER	SELLER	TRANSACTION TYPE	DISAPPROVED PROPERTY TRANSACTION
CONTRACT	No Contract Data Within Last 12 Months						
CLOSED	2/18/2015	1/5/2001	266687	Sharon Chin	Norma Chin	Not Arms Length Sale	No
FIRST MORTGAGE	5197,880					LENDER: Golden Nxt Mtg Corp	



Borrower: Chin, Norma

Address: 2609 Hamilton Ter, UNION, NJ 07083

NO
IMAGE
AVAILABLE

Date of Report: 03/12/2019
Loan Id: 7190785449
Product: FNMA 2055

Property Characteristics		
	Vendor Opinion	Reconciled Opinion
Property Type		Single Family Residence
GLA		1543
Bedroom (count)		4
Bathroom (count)		1
Half-Bathroom (count)		1
Age		69
Condition		A-Average
View		Typical
Location		Suburban
Occupancy		Owner
Lot Size		6885
Average Months in Market		4
30 Day (Quick Sale) As-Is Price		
Normal Market Time As-Is		
As-Repaired Price		
Reconciled Market Value: \$235000.00		



Review Comments:

Subject property is suburb of Union, NJ. It is an occupied single family detached residence built in 1950 with a Gross Living Area of 1,543 sq. ft. in average condition with 4 bedrooms, 1.5 baths, fully finished basement on a 6,885 sq. ft. lot. The property has a 1 car attached garage. Property characteristics were reconciled using the Origination Appraisal as recent 1004, Current Exterior Appraisal Report, Online resources and recent photographs. They described the property similarly. According to Exterior Appraisal Report and online sources the subject has not sold or transferred in the past 36 months and is currently listed for sale on 04/11/2018 price \$152,000. The subject property is located close to school, worship place and interstate highway. The subject property and all the comparables used for value support are from the same neighborhood and are affected by the same external factors. The Subjects market is increasing. There is limited REO activity in the immediate market area. The below properties were considered to be the most similar comparables to the subject: 2750 LINWOOD RD UNION, NJ 07083 Sale price - \$230,000, Date of Sale - 9/2018, Distance 0.15 miles Gross Living Area - 1,500 sq. ft. Bed - 3, Bath - 1.5 Year Built - 1953, Lot size - 5,000 sq. ft. from 2055 report This comparable is similar to story/design, similar in condition, similar in gross living area and inferior in bed count. This comp over all equal to subject. 1052 Creger Ave Union, NJ 07083 Sale price - \$260,333, Date of Sale - 11/20/2018, Distance 0.39 miles Gross Living Area - 1,300 sq. ft. Bed - 3, Bath - 2 Year Built - 1954, Lot size - 7,405 sq. ft. from online source This comparable is similar to story/design, superior in condition, smaller in gross living area and inferior in bed count. This comp over all superior to subject. Note: exception has taken for extending gross living area difference more than 10% due to which are closer to subject. The above comparables support the appraiser value of \$235,000. There is no significant variance from the prior reviewed value.

Miscellaneous:

19-27911-VFP NORMA EVADNE CHIN

Type: bk

Chapter: 13 v

Office: 2 (Newark)

Assets: y

Judge: VFP

Case Flag: DebtEd SUPDIS

U.S. Bankruptcy Court

District of New Jersey

Notice of Electronic Filing

The following transaction was received from John P. Dell'Italia entered on 10/8/2019 at 10:49 AM EDT and filed on 10/8/2019

Case Name: NORMA EVADNE CHIN

Case Number: 19-27911-VFP

Document Number: 11

Docket Text:

Confirmation Certificate of Service (related document:[3] Chapter 13 Plan and Motions filed by Debtor NORMA EVADNE CHIN) filed by John P. Dell'Italia on behalf of NORMA EVADNE CHIN. (Attachments: # (1) Certified Mail Receipt) (Dell'Italia, John)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:Cert of service Ditech.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1002741850 [Date=10/8/2019] [FileNumber=54788438-0] [5a659439a969d2b100e1c3f54bb2a070ed0d260c223408c45e7e449c818cebf54e94013a3180f1ecd2fec99a7ddee075479172ee3759bff002ff77ac8cd78929]]

Document description: Certified Mail Receipt

Original filename:C:\fakepath\Cert mail receipt.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1002741850 [Date=10/8/2019] [FileNumber=54788438-1] [0a3239fb7ccb218ecd891e11c0d43048e1b7b399062e59027608d8d8a6ae8870cd5ef0471db5e6484e04a088d28057841469dbd2b765fa44c50ea51a1d1de4a6]]

19-27911-VFP Notice will be electronically mailed to:

John P. Dell'Italia on behalf of Debtor NORMA EVADNE CHIN
johnpdell@aol.com

Marie-Ann Greenberg
magecf@magtrustee.com

U.S. Trustee
USTPRegion03.NE.ECF@usdoj.gov

19-27911-VFP Notice will not be electronically mailed to:

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Dell'Italia & Santola
18 Tony Galento Plaza
Orange, NJ 07050
(973) 672-8000
JPD1617

In Re:

Norma Evadne Chin

Case No.: 19-27911

Chapter: 13

Adv. No.: _____

Hearing Date: November 7, 2019

Judge: VFP

CERTIFICATION OF SERVICE

1. I, John P. Dell'Italia :

☒ represent Norma Evadne Chin in this matter.

☐ am the secretary/paralegal for _____, who represents
_____ in this matter.

☐ am the _____ in this case and am representing myself.

2. On October 7, 2019, I sent a copy of the following pleadings and/or documents
to the parties listed in the chart below.

Chapter 13 Plan, Cover sheet and appraisal on property for Confirmation Scheduled for
November 7, 2019 @ 8:30 am. Certified mail received attached.

3. I certify under penalty of perjury that the above documents were sent using the mode of service
indicated.

Date: October 8, 2019

/s/ John P. Dell'Italia, Esq.
Signature

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Thomas F. Marano, CEO DITECH Mtg 1100 Virginia Drive Fort Washington, PA 19034 US CERT#94071108987650457733 20	CEO for Ditech Mtg	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input checked="" type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)

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9407 1108 9876 5045 7733 20

DITECH MTG
Thomas F. Marano, CEO
1100 VIRGINIA DR
FORT WASHINGTON PA 19034-3276



Reference

USPS #

9407110898765045773320

USPS Mail Class

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USPS Status

Your item was delivered at 9:27 am on October 7, 2019 in FORT WASHINGTON, PA 19034.

USPS History

Held at Post Office, Retrieved from full parcel locker, 10/05/2019, 9:39 am, FORT WASHINGTON, PA 19034
Arrived at Unit, October 5, 2019, 9:16 am, FORT WASHINGTON, PA 19034
Departed USPS Regional Destination Facility, 10/04/2019, 7:59 pm, PHILADELPHIA PA DISTRIBUTION CENTER
Arrived at USPS Regional Destination Facility, 10/04/2019, 10:35 am, PHILADELPHIA PA DISTRIBUTION CENTER
Arrived at USPS Regional Origin Facility, 10/03/2019, 9:58 pm, KEARNY NJ DISTRIBUTION CENTER
Accepted at USPS Origin Facility, October 3, 2019, 8:43 pm, ORANGE, NJ 07050
Shipping Label Created, USPS Awaiting Item, October 3, 2019, 2:57 pm, ORANGE, NJ 07050

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Date Verified: 10/08/2019 (UTC)

Exhibit C



Ditech Financial LLC
PO Box 15009
Tempe, AZ 85284-01009

October 24, 2019

DELL'ITALIA AFFINITO & SANTOLA
18 TONY GALENTO PLAZA
ORANGE, NJ 07050

Re: Ditech Financial LLC ("Ditech")
Customer Name(s): NORMA AND SHARON CHIN
Account Number: 71771844
Property Address: 2609 HAMILTON TERR
UNION, NJ 07083

THIS INFORMATIONAL NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOUR CLIENT IS CURRENTLY IN BANKRUPTCY OR THEY DISCHARGED THIS DEBT IN A BANKRUPTCY, THE SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DEBT AS THEIR PERSONAL LIABILITY.

Dear John Dell'Italia:

Thank you for contacting us about your client's mortgage. Your client was evaluated for mortgage payment assistance based upon the eligibility requirements of Deutsche Bank National Trust Company, as Trustee and Supplemental Interest Trustee for IndyMac ABS, Inc., Home Equity Mortgage Asset-Backed Trust, Series INDS 2006-2B, the owner of the mortgage account. Based on a careful review of the information your client provided to us, they are not eligible for mortgage modification assistance due to the following reason(s):

- Your client's loan has been settled in full.

It is your responsibility to contact Ditech to discuss your client's above-referenced account. If your client wishes to explore their options or has any other questions, please contact your client's account representative. Your client's assigned account representative is Marcie S. at 1-855-858-3873, extension 50091.

Our credit decision may have been based in part upon information obtained in a report from the below-referenced consumer reporting agency listed. Your client has the right under the Fair Credit Reporting Act to obtain a free copy of their credit report. Your client must request their free copy within 60 days of the date of this letter. Your client also has the right to dispute the information contained in their credit report with the credit reporting agency. The credit reporting agency did not make the decision regarding your client's ineligibility and is not able to provide your client with specific reasons as to why they are not eligible for a modification.

Credit Reporting Agency: TRANSUNION
Reporting Agency Address: 2 BALDWIN PLACE, P.O. BOX 1000
CHESTER, PA 19022
Toll Free Number: 800-888-4213
Web Address: <http://www.transunion.com>

We also obtained your client's credit score from this consumer reporting agency and used it in making our credit decision. Your client's credit score is a number that reflects the information in their consumer report. Your client's credit score can change, depending on how the information in their consumer report changes.

Your client's credit score: Not scored

Date: NA

Scores range from a low of 350 to a high of 850

Key factors that adversely affected your client's credit score: NA

If your client has any questions regarding their credit score, they should contact TRANSUNION at:

Address: 2 BALDWIN PLACE, P.O. BOX 1000 CHESTER, PA 19022 Telephone number: 800-888-4213

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, which can be contacted at:

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580

Counseling is available at no charge from HUD-approved counselors through the HOPE Hotline: 1-888-995-HOPE. This housing counseling on-demand service is available 24-hours a day/7-days a week in Spanish and English (other languages available on request). Your client may also visit <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>.

Ditech has designated the following address where mortgage loan customers must send any Qualified Written Request, Notice of Error or Request for Information: PO Box 15009, Tempe, AZ 85284-0109.

Sincerely,

Ditech
1-800-643-0202
Monday – Friday 7 a.m. to 8 p.m. and Saturday 7 a.m. to 1 p.m. CST

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**John P. Dell'Italia, Esq.
Dell'Italia & Santola
18 Tony Galento Plaza
Orange, NJ 07050
(973) 672-8000
JPD1617**

-----X

In re:

Case No.:19-10412 (jlg)

Ditech Holding Corporation, et al

Chapter: 11

Debtor.

-----X

CERTIFICATION OF SERVICE

John P. Dell'Italia, Esq., certifies as follows:

1. I Represent the Movant and the debtor Norma Chin in this matter.
2. I the attorney for this debtor in the United States Bankruptcy Court District of Newark New Jersey under case 19-27911.
3. On November 13, 2019, this office caused to be mailed with required postage thereon a copy of Notice of Motion for Relief from the Automatic Stay , Certification of Counsel, Supporting Exhibits thereof, Certification of Service and Proposed Order to the following:

[SPACE]

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
<p>Weil, Gotshal et al Ray C. Shrock, Esq. 767 Fifth Avenue New York, NY 10153</p> <p>Sunny Singh, Esq. Weil Gotshal et al 767 Fifth Avenue New York, NY 10153</p> <p>Debra L Felder, Esq. 1152 15th Street NW Washington DC 20005</p> <p>Thomas C Mitchell, Esq. 405 Howard Street San Francisco, CA 94105</p>	Debtor(s)' Attorney	<p><input type="checkbox"/> Hand-delivered Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p> <p><input type="checkbox"/> Hand-delivered Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p> <p><input type="checkbox"/> Hand-delivered Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p> <p><input type="checkbox"/> Hand-delivered Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p>
<p>Greg M. Zipes Office of the US Trustee 33 Whitehall Street 21st Floor New York, NY 10004</p>	Trustee in Bankruptcy	<p><input type="checkbox"/> Hand-delivered Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p>
<p>Ditech Home Loans PO Box 15009 Tempe, AZ 85284</p> <p>Thomas F. Marano, CEO DITECH MTG 1100 Virginia Drive Fort Washington PA 19034</p>	Debtor(s)	<p><input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p> <p><input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p>
<p>Nicholas V. Rogers, Esq. Phelan Hallinan, Diamond & Jones 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103.</p>	Bankruptcy Attorney for Ditech New Jersey	<p><input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other: <u>Notice of Electronic Filing</u> (D.N.J. LBR 5005-1)</p>

I hereby certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Dated: November 13, 2019

DELL'ITALIA & SANTOLA
Attorneys for Debtor/Movant

By: _____
John P. Dell'Italia, Esq.



**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**John P. Dell'Italia, Esq.
Dell'Italia & Santola
18 Tony Galento Plaza
Orange, NJ 07050
(973) 672-8000
JPD1617**

-----X

In re: Case No.:19-10412 (jlg)
Ditech Holding Corporation, et al Chapter: 11
Debtor.

-----X

ORDER VACATING AUTOMATIC STAY

Upon the motion by John P. Dell'Italia, Esq. attorney for the Movant and Debtor Norma Chin and Ditech Holding Corporation, () and under Bankruptcy Code 11 U.S.C. §362(d) for relief from the automatic stay as to certain property as hereinafter set forth, and for cause shown, it is

ORDERED that the automatic stay is hereby vacated to permit the movant to institute or resume and prosecute to conclusion one or more action(s) in the U. S. Bankruptcy Court District of Newark New Jersey to pursue the movant's rights against the following:

Debtor Ditech Holding Corporation, et al its Case 19-10412-jlg in the Southern District of New York and its lien dated June 27, 2006 recorded on July 10, 2006 in M 11759 at page 849 on the

☒ Real property more fully described as:

2609 Hamiton Terrace, Union, New Jersey

: BLOCK: 4410; LOT:32 and it is further

ORDERED that the movant may join the debtor and any trustee appointed in this case as defendants in its action(s) irrespective of any conversion to any other chapter of the Bankruptcy Code.

The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

Honorable James L. Garrity, Jr.
United States Bankruptcy Judge